



Terms & Conditions

1) Your Contract

Please read carefully the Booking Conditions and information contained in our leaflets and on our website as these form the basis of your contract with All-Aboard Watersports and set out the respective rights and obligations of both parties. In the following Booking Conditions 'you' means the Party Leader and 'we' or 'the Charitable Incorporated Organisation (CIO)' means All-Aboard Watersports.

2) To confirm your booking

Once you have booked and paid the deposit, we will issue a Confirmation of Booking within 7 days. A contract will then exist between us.

3) Risk Statement

It must be recognised that sailing is by its nature an unpredictable sport and therefore inherently involves an element of risk. By taking part in the open day, you agree and acknowledge that:

- (i) You are aware of the inherent element of risk involved in the sport and you accept responsibility exposing yourself to such inherent risk whilst taking part in the open day;
- (ii) You will comply at all times with the instructions of the Open Day Co-ordinator particularly with regard to handling of boats, wearing of buoyancy aids and the wearing of suitable clothing for the conditions;
- (iii) You accept responsibility for any injury, damage or loss to the extent caused by your own negligence;
- (iv) You will not participate in the open day whilst your ability to skipper or crew a dinghy is impaired by alcohol, drugs or whilst otherwise unfit to participate ;
- (v) The provision of patrol boat cover is limited to such assistance, as can be practically provided in the circumstances.

4) Price

Once you have booked, the agreed price of your booking is fully guaranteed by All-Aboard Watersports and will not be subjected to any surcharge provided you meet the payment schedule. This does not apply to invoice errors or government action.



5) Schedule of payments

For private bookings:

Full payment must be received in order for a booking to be confirmed.

For school groups and organisations:

Please pay a 50% deposit to confirm your booking. The remainder of the payment must be made by the first day of the course.

NOTE: If any payment due is not received in full and on time we reserve the right to treat the booking as cancelled by you. We have no obligation to send out reminders for payments due.

6) Cancellations

You or any member of your party may cancel your booking at any time. Written notification from you (the Party Leader) must be received at our office. To cover our expected losses there is a set scale of charges that applies.

The date of cancellation is the date of the receipt of written advice to All-Aboard Watersports. NOTE: if the reasons for your cancellation are covered under the terms of your insurance policy, you may be able to reclaim these charges i.e. necessary cancellation due to injury or illness etc.

Cancellation charges are payable as follows:

More than 21 days prior to course start date – 25% of the cost of the booking

8 - 21 days prior to course start date - 50% of the cost of the booking

7 days or less prior to course start date - 100% of the cost of the booking

7) Alterations

All-Aboard Watersports will, wherever possible, try to arrange any alterations requested after the contract is formed. Alteration requests must be made in writing to All-Aboard Watersports by the Party Leader. Alterations requested more than 21 days in advance of your course start date, if acceptable, are subject to an administration charge of £20 per amendment. Major alterations within 21 days of your course start date (such as change of course date) will be treated as a cancellation and re-booking.

Any new persons added to the booking will be treated, for the purposes of these terms and conditions, as if they had been named on the booking form when originally signed. Any



persons removed from the booking form will be treated as cancellations and Section 5 above applies.

8) All-Aboard Watersports alterations

The arrangements detailed in this booking and in our leaflets and website are given in good faith at the time of printing, but we reserve the right to provide comparable alternative arrangements if operational or other considerations so dictate. No employee or representative of All-Aboard Watersports has the authority to verbally vary these terms and conditions or the information within our brochure, other All-Aboard Watersports literature or to enter into verbal agreements with clients of the CIO. No variation in these conditions or otherwise in the terms upon which a booking is made and no promise to refund money paid to All-Aboard Watersports shall be valid unless in writing and signed by the Watersports Activity and Resources Manager.

If we make a major change to your booking, we will inform you as soon as reasonably possible. You will have the choice of either accepting the change of arrangements or cancelling your booking and receiving a full refund of all monies paid.

9) Images

From time to time authorised parties may carry out photography and/or video recording. You agree that we may use such images in promotional, advertising or publicity material in any format whatsoever, unless you have told us in writing that you do not consent. You further agree that copyright rests with such authorised parties.

10) Insurance

We strongly recommend that you are insured for your course. It is your responsibility to ensure that your policy includes cover for cancellation, emergencies and the watersports activities in which you will be participating.

All-Aboard Watersports holds full Public Liability Insurance.

11) Restrictions



All-Aboard Watersports and its staff are responsible for the safe conduct of your course and may vary the itinerary to that end. They alone shall decide whether or not the watersports activities are available or conditions are safe to use a particular craft. It is not permitted for any All-Aboard Watersports craft to do night sailing or partake in any third party race without the prior written approval of All-Aboard Watersports. All waterbased activities are offered subject to availability. All-Aboard Watersports cannot be held responsible for loss of use of watersports equipment due to adverse weather conditions.

12) All-Aboard Watersports liability

All-Aboard Watersports accepts responsibility should any of the services which we are contractually obliged to provide prove deficient or not of reasonable standard. This includes responsibility for the acts or omissions of any of our employees, subcontractors and suppliers. Save that as detailed below, no liability is accepted for death, injury or illness.

All-Aboard Watersports does not accept liability or responsibility for personal injury to, or the death of any participant howsoever caused unless by the proven negligence of All-Aboard Watersports, employees, suppliers or subcontractors. In addition, All-Aboard Watersports is NOT liable for death, injury or illness caused by an activity outside of the CIO's activities.

All-Aboard Watersports cannot accept liability for causes of dissatisfaction that are not notified to us, in writing, within 28 days of completion of the course/session.

13) Person authorised to make the booking

The Party Leader is responsible for seeing that all members of their party are physically fit to take part in the course or watersports activities and are water confident. All adults accompanying a party agree to be responsible for the good behaviour of those in their party and will adequately supervise their own party. Where damage is caused to All-Aboard Watersports equipment e.g. boats, accommodation, etc as a result of wilful damage by a party member under the influence of drink or drugs, or as a result of a party member not obeying All-Aboard Watersports staff's instructions, then the person will be responsible for the full amount of the repair or replacement. The Party Leader is responsible for providing (on the Booking Form) All-Aboard Watersports with any known potential medical conditions that may affect the personal safety of any party members and for putting in writing any special needs of any party members.

14) Termination of booking



We reserve the right in our absolute discretion to terminate without further notice the booking arrangements of any client who refuses to comply with the instructions or orders of All-Aboard Watersports staff or other responsible person whose behaviour in their opinion is likely to cause distress, damage, danger or annoyance to other clients, staff, any third party or to property. Upon such termination our responsibility for your booking ceases and we shall not be liable for any extra costs incurred by you.

15) Complaints

Our aim is to give you an enjoyable and trouble-free session. If you do have a problem or complaint it is important and in your own interest to tell a relevant member of All-Aboard Watersports staff immediately so that steps can be taken to resolve the matter on the spot. If your complaint cannot be resolved there and then, please notify us in writing immediately upon your return. We strongly recommend that you communicate any problem to our centre staff without delay and complete a report whilst at our centre, if you do not, we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on the course and this may affect your rights under this contract. All-Aboard Watersports will make every effort to provide suitable alternatives but will not be held liable for changes made by outside influences. If you feel your complaint has not been treated fairly then please enclose a copy of your complaint and write to the 'Watersport Activity and Resources Manager' or 'FAO the Trustees', All-Aboard Watersports, Baltic Wharf, Underfall Yard, Cumberland Road, Bristol BS1 6XG. Please mark your envelope 'Private and Confidential'.

Our staff are often asked for information not contained in the brochure. Whilst every effort is made to ensure that all information given is correct, All-Aboard Watersports cannot be held responsible if this should prove inaccurate.

16) Equipment

All the equipment and powerboats used by our centres are of an approved design suitable for teaching. All buoyancy aids are of an approved design.